



## Quest Resource Management Group, LLC Purchase Order Terms and Conditions

1. **ACCEPTANCE:** BY ACCEPTING THIS PURCHASE ORDER, AND/OR PERFORMING HEREUNDER VENDOR AGREES TO COMPLY FULLY WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER SET FORTH IN THIS DOCUMENT. ACCEPTANCE OF THIS PURCHASE ORDER IS EXPRESSLY LIMITED TO THE TERMS AND CONDITIONS OF THIS PURCHASE ORDER AND NONE OF VENDOR'S TERMS AND CONDITIONS SHALL APPLY UNDER ANY CIRCUMSTANCES. ACCEPTANCE BY QUEST RESOURCE MANAGEMENT GROUP, LLC (HEREIN AFTER CALLED "BUYER"), OF THE GOODS, SERVICES OR WORK DELIVERED UNDER THIS PURCHASE ORDER SHALL NOT CONSTITUTE AGREEMENT TO SELLER'S TERMS OR CONDITIONS. This Purchase Order (the "Order") becomes a binding contract on the terms set forth herein when it is accepted by Vendor either by acknowledgment or by commencement of performance hereunder. No revisions to this Order shall be valid unless in writing and signed by an authorized representative of Buyer and no condition stated by Vendor in accepting or acknowledging this Order shall be binding upon Buyer unless expressly accepted in writing by Buyer.
2. **NOT TO EXCEED:** The Order is not to exceed (NTE) the total value listed for the services described above without prior written approval from Buyer.
3. **WARRANTIES:** All materials and workmanship provided hereunder shall conform to applicable specifications, drawings and samples, shall be free from defects, and shall be fit for their intended use. All labor will be performed by a licensed, trained, and insured professional and shall meet industry standards. These provisions are in addition to all other warranties implied by law or incorporated by reference. If any material or workmanship is defective or not in conformance with the requirements of this Order, Buyer may at its option either require Vendor to replace or correct rejected items or Buyer may procure replacement items or corrective work elsewhere. If Buyer requires Vendor to do so, Vendor shall promptly and at its own expense replace and correct any such defective or nonconforming material or work. In all cases of defective nonconforming work or material, Vendor shall also be liable to Quest for all loss, expense and damage caused directly or indirectly thereby. The provisions of this clause are in addition to all other remedies of Buyer provided by law. All manufacturer's or third-party equipment or other warranties are passed through to Buyer, Buyer's customer, or Buyer's designee.
4. **INSURANCE:** If Vendor is performing Services, then Vendor shall obtain and maintain at all times while performing services under this Order, insurance with insurers that are acceptable to Buyer. Vendor confirms that they have provided the Buyer with a certificate of insurance that meets Buyer's requirements. Vendor shall provide a copy of the certificate of insurance prior to doing any work, which certificate shall name Buyer as a certificate holder, name Buyer as an additional insured on a primary and non-contributory basis under the General & Excess Liability policies and state that the insurance cannot be canceled or modified without thirty (30) days' notice to Buyer.
5. **CONFIDENTIALITY:** Vendor agrees and will not discuss or communicate with Buyer's customers any service pricing, contracting or any other information concerning the relationship between Buyer and Vendor. Vendor recognizes that it may come into possession of information relating to the business of Buyer (or Buyer's customers) that is not available to the general public or that reasonably or logically may be considered to be confidential or proprietary ("Confidential Information"). Vendor shall hold confidential and not use (except as necessary to perform its obligations under this Agreement) or disclose, and will cause its employees, agents, directors, and other representatives to hold confidential all Confidential Information. Upon Buyer's request, all such information will be returned to Buyer if in any physical medium.  
  
If Vendor discloses or uses any Confidential Information of the other party contrary to the letter and intent of this Order or otherwise breaches this section, Vendor acknowledges that Quest shall be entitled to an injunction to prevent a breach of this Section in addition to any other rights to which Quest may be entitled at law or in equity. Vendor further understands and acknowledges that the restrictions, temporal limits and restricted activities set forth in this section regarding Confidentiality are reasonable and necessary to protect the Confidential Information and the legitimate business interests and goodwill of Buyer.
6. **INDEMNITY:** Vendor agrees to defend, indemnify and hold harmless Buyer, or any Buyer's customers, officers, agents, employees, or servants from and against all demands, claims, losses, liabilities and expenses including reasonable attorney's fees, arising out of or relating to the performance of this Order which are caused or alleged to be caused in whole or in part by any act or omission of Vendor, or any Vendor's officers, agents, employees, servants, or subcontractors. Such obligation to defend, indemnify and hold harmless shall include without limitations: (a) claims of infringement or violation of any copyrights, patent rights or similar rights; (b) claims of injuries and damage to property and persons, including death; (c) claims on account of actions omissions by Vendor, or any Vendor's officers, agents, employees, servants, or subcontractors; (d) claims due to defects in material, whether actual or alleged; (e) attachments, garnishments, executions and liens by creditors of Vendor or others claiming to have acquired rights from or against Vendor.
7. **TIME OF PERFORMANCE:** Time is of the essence in Vendor's performance of this Order. Vendor commits to providing the service as outlined in this Order without undue delay.
8. **TERMINATION:** Buyer has the right to cancel the Order or any part of the Order without penalty by providing written notice to Vendor prior to delivery of product or service. Vendor must notify Buyer if delivery date cannot be met. Penalties or additional costs incurred by Buyer because of Vendor's delay or nonperformance may be charged to the Vendor.
9. **SUSPENSION OF SHIPMENT/SERVICE:** Vendor shall, upon Buyer's request, suspend shipment of materials and/or performance of services hereunder for such period as Buyer may request.
10. **ADHERENCE TO RULE/LAW/REGS:** Vendor will comply with all applicable rules, laws and regulations concerning the services being provided as part of this Order. Vendor shall furnish all information and reports as may be required and will permit access to his books, records and accounts by the Buyer, governmental agencies and Secretary of Labor for investigating compliance with such rules, regulations and relevant orders.
11. **GOVERNING LAW:** This Purchase Order and any and all disputes arising therefrom or relating thereto, shall be governed by, enforced and construed in accordance with the laws of the State of Texas without regard to the internal law of Texas regarding conflicts of law principals that could result in the application of any other law.
12. **FORCE MAJEURE:** Each Party shall be excused for the period of any delay in the performance of any obligations when prevented from so doing by causes beyond their control, including civil commotion, governmental regulations or controls (but excluding failures to comply with applicable law and labor disputes), fire or other casualty, inability to obtain any material or services or acts of God. If either Party relies on this clause as a reason for delay, it must notify the other Party in writing as soon as reasonably practicable following the date of commencement of a Force Majeure Event, and within a reasonable time following the date of termination of a Force Majeure Event, and any Party invoking it shall submit to the other Party reasonable proof of the nature of the Force Majeure Event and of its action plan to mitigate the effect upon the performance of the Party's obligations under this Purchase Order.